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Attorneys for Oak Harbor Freight Lines, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In Re:

Chapter 11

General Motors Corp., et al.,

Case No. 09-50026 (REG)

Debtors.

(Jointly Administered)

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**LIMITED OBJECTION AND RESERVATION OF RIGHTS REGARDING
APPLICABLE CURE COSTS AND SCOPE OF CURE OF J OAK HARBOR FREIGHT
LINES TO NOTICE OF (I) DEBTORS'
INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY
CONTRACTS AND (II) CURE COSTS RELATED THERETO**

Oak Harbor Freight Lines, Inc. ("OHF") by and through its undersigned counsel, hereby submits this limited objection and reservation of rights (the "Objection") to the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts and (II) Cure Costs Related Thereto (the "Assumption Notice"). In support of the Objection, OHF respectfully states as follows:

Background

1. The Debtors commenced their voluntary Chapter 11 bankruptcy cases on June 1, 2009 (the "Petition Date") and filed their Motion for Entry of an Order Pursuant to 11 U.S.C. §§ 105, 363 and 365 and Fed. R. Bankr. P. 2002, 6004 and 6006 (I) Approving Procedures for Sale of Debtors' Assets Pursuant to Master Sale and Purchase Agreement with Vehicle Acquisition

Holdings LLC, a U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline and Sale Hearing Date; (III) Establishing Assumption and Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice (the “Motion”)

2. An order approving the Motion was entered on June 2, 2009 (the “Procedures Order”) (ECF No. 274). The Procedures Order approved certain procedures regarding Debtors’ assumption and assignment of executory contracts in connection with the Debtors’ proposed sale of assets to Vehicle Acquisition Holdings LLC (the “Purchaser”).

3. OHF provided pre-petition freight hauling services for the benefit of the Debtors, pursuant to OHF’s contract through Schneider Logistics, which in turn, which apparently also has an Assumable Executory Contract with the Debtor.

4. Pursuant to the Procedures Order, the Debtors were to deliver an Assumption Notice to OHF on June 10, 2009 (“Notice”). No such Notice was received.

5. OHF has only recently been informed that Schneider Logistics has apparently not submitted a claim for Cure on behalf of Oak Harbor, due to confusion on the part of Schneider Logistics regarding whether it, versus OHF, was obliged to submit the claim.

6. OHF is unaware of the contents of any Notice send to Schneider Logistics and OHF does not know if it states with specificity which executory contract(s) the Debtors wish to assume and assign. OHF is submitting this objection well within ten days of its notice of any potentially applicable Assumption Notice.

7. As directed by the format Notice approved by the court, OHF accessed the website <http://www.contractnotices.com> (the “Website”) to determine which contracts were designated for assumption and assignment and the Debtors’ proposed cure costs related thereto. OHF is uncertain whether the Website contains information regarding cure amounts. As a result,

OHF is unable to determine from the Website (i) which contracts the Debtors plan to assume and assign and (ii) the cure amounts related thereto.

8. The Procedures Order requires that all objections related to the Assumption Notice must be received by the notice parties within ten days of the date of the Assumption Notice. Accordingly, OHF files this objection in an abundance of caution to preserve its rights. OHF objects to the ambiguity with which its contracts have been identified and the complete lack of information regarding the proper cure amounts. In addition, OHF objects to the extent that the Debtors have not provided a specific cure amount for its contract, or to the extent that such cure amount (when provided) does not match the cure amount as reflected in OHF's books and records.

9. OHF reserves all rights to amend and/or supplement this objection.

10. OHF maintains and asserts that the **correct cure amount** owed under the agreements as of the commencement date of these cases is \$125,258.83, as detailed in Exhibit A attached hereto.

11. OHF reserves all of its rights and remedies under 11 U.S.C. §365 in this case, and objects to the Debtors assumption and/or assignment of the agreements with OHF unless the above correct cure amount is paid as required by 11 U.S.C. Sec. 365.

WHEREFORE, OHF respectfully requests that the Court enter an order directing the Debtors (i) to identify the OHF's contracts with greater specificity; (ii) to provide a proposed cure amount relating to such contracts; and (iii) grant OHF such other and further relief as this Court may deem just and proper.

Dated: New York, New York
July 1, 2009

Rawle & Henderson LLP

(s) Steven Montgomery

By: _____

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CERTIFICATE OF SERVICE

I certify that a copy of the **LIMITED OBJECTION AND RESERVATION OF RIGHTS REGARDING APPLICABLE CURE COSTS AND SCOPE OF CURE OF J OAK HARBOR FREIGHT LINES TO NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS AND (II) CURE COSTS RELATED THERETO** was served upon the attorney of record by filing the attached document with the Court's Electronic Case Filing System on July 1, 2009.

Dated: New York, New York
July 1, 2009

Rawle & Henderson LLP

(s) Steven Montgomery

By: _____

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